

Madrid Protocol Concerning the International Registration of Marks

New Regulations, new Schedule of Fees, new Administrative Instructions and simplified renewal in force as from February 1, 2020

New Regulations, new Schedule of Fees and new Administrative Instructions

1. Regulations under the Protocol relating to the Madrid Agreement concerning the International Registration of Marks (hereinafter referred to as “the Regulations”, “the Protocol” and “the Agreement”) will enter into force on February 1, 2020. The Madrid Union Assembly (hereinafter referred to as “the Assembly”) adopted the Regulations at its fifty-second session, in October 2018.
2. Since October 31, 2015, the Protocol is the only operational treaty of the Madrid System and, since that date, provisions regulating international applications under the Agreement are no longer operational. Moreover, on October 11, 2016, the Assembly froze the application of Article 14(1) and (2) of the Agreement to consolidate the Madrid System as a one-treaty system.
3. The Regulations reflect the above-mentioned consolidation by referring to the Protocol only, by deleting provisions that are no longer operational and by amending certain provisions for the sake of coherence. Those changes are not substantive in nature.
4. In October 2018, following the adoption of the Regulations, the Assembly adopted consequential amendments to the Schedule of Fees, which will also enter into force on February 1, 2020. The amounts of the fees will not change.
5. Administrative Instructions for the Application of the Protocol relating to the Madrid Agreement concerning the International Registration of Marks (hereinafter referred to as “the Administrative Instructions”) will also enter into force on February 1, 2020. The provisions in the Administrative instructions have been slightly amended to reflect the name of the Regulations and, for the sake of consistency, to delete “paper” from Section 5 and “telexfacsimile” from Section 12(d), and to add “typed” in Section 7 of the Administrative Instructions.
6. The Regulations, the Schedule of Fees and the Administrative Instructions are reproduced in Annexes I to III.

Simplified renewal of international registrations

7. Amendments to Rule 30 of the Regulations will enter into force on February 1, 2020. The Assembly adopted those amendments at its fifty-second session, in October 2018, to simplify the renewal of international registrations.
8. As from February 1, 2020, international registrations will be renewed in respect of a designated Contracting Party for all the goods and services not affected by limitation, partial invalidation or partial cancellation. However, for Contracting Parties that have declared for an individual fee per class, the renewal fee will be calculated taking into account only the number of classes for which protection has been granted in a statement recorded under Rule 18ter of the Regulations (final or further decision).
9. Upon renewal, holders of international registrations who have been granted partial protection in a statement under Rule 18ter of the Regulations and are appealing such decision will no longer be required to pay individual fees for classes that are not protected.
10. Consequently, item 4 of the renewal form (form MM11) and the corresponding option in E-Renewal will be removed because they will no longer be required.
11. Where a designated Contracting Party that has declared for an individual fee per class informs in a further statement under Rule 18ter of a change in the goods and services protected, the next renewal fee in respect of that Contracting Party will be calculated in accordance with this further statement.
12. Changes to the goods and services for which protection has been granted in a designated Contracting Party will not have retroactive effect on renewal fees that have already been paid in accordance with Rule 34(6)(a) of the Regulations.
13. Holders will continue to have the options of not renewing an international registration in respect of some of the designated Contracting Parties, or renewing it in respect of designated Contracting Parties that have refused protection for all goods and services in a statement under Rule 18ter of the Regulations. In the latter case, an amendment to Rule 30(2)(b) clarifies that the international registration must be renewed in respect of that designated Contracting Party for all the goods and services concerned.
14. Following the above, the renewal fee for designated Contracting Parties that have declared for an individual fee per class and have refused protection for all goods and services must be calculated taking into account the number of classes corresponding to all the goods and services not affected by limitation, partial invalidation or partial cancellation.
15. New form MM11 is reproduced in Annex IV.

January 10, 2020

[Annexes follow]

**Common Regulations under
the Madrid Agreement Concerning
the International Registration of Marks
and the Protocol Relating to that the Madrid Agreement
Concerning the International Registration of Marks**

(as in force on ~~November 1, 2017~~ February 1, 2020)

LIST OF RULES

Chapter 1: *General Provisions*

[...]

Rule 1 bis: ~~[Deleted] Designations Governed by the Agreement and Designations Governed by the Protocol~~

[...]

**Chapter 1
General Provisions**

*Rule 1
Abbreviated Expressions*

For the purposes of these Regulations,

[...]

(iii) “Contracting Party” means ~~any country party to the Agreement or~~ any State or intergovernmental organization party to the Protocol;

[...]

(vii) “international application” means an application for international registration filed under ~~the Agreement or the Protocol or both, as the case may be;~~

(viii) ~~[Deleted] “international application governed exclusively by the Agreement” means an international application whose Office of origin is the Office~~
~~— of a State bound by the Agreement but not by the Protocol, or~~
~~— of a State bound by both the Agreement and the Protocol, where only States are designated in the international application and all the designated States are bound by the Agreement but not by the Protocol;~~

(ix) ~~[Deleted] “international application governed exclusively by the Protocol” means an international application whose Office of origin is the Office~~
~~— of a State bound by the Protocol but not by the Agreement, or~~
~~— of a Contracting Organization, or~~
~~— of a State bound by both the Agreement and the Protocol, where the international application does not contain the designation of any State bound by the Agreement but not by the Protocol;~~

(x) ~~[Deleted] “international application governed by both the Agreement and the Protocol” means an international application whose Office of origin is the Office of a State bound by both the Agreement and the Protocol and which is based on a registration and contains the designations~~

~~— of at least one State bound by the Agreement but not by the Protocol,~~
and

~~— of at least one State bound by the Protocol, whether or not that State is also bound by the Agreement or of at least one Contracting Organization;~~

[...]

(xv) “designation” means the request for extension of protection (“territorial extension”) ~~under Article 3ter(1) or (2) of the Agreement or under Article 3ter(1) or (2) of the Protocol, as the case may be;~~ it also means such extension as recorded in the International Register;

(xvi) “designated Contracting Party” means a Contracting Party for which the extension of protection (“territorial extension”) has been requested ~~under Article 3ter(1) or (2) of the Agreement or~~ under Article 3ter(1) or (2) of the Protocol, ~~as the case may be,~~ or in respect of which such extension has been recorded in the International Register;

(xvii) ~~[Deleted] “Contracting Party designated under the Agreement” means a Contracting Party for which the extension of protection (“territorial extension”) has been requested under Article 3ter(1) or (2) of the Agreement;~~

(xviii) ~~[Deleted] “Contracting Party designated under the Protocol” means a Contracting Party for which the extension of protection (“territorial extension”) has been requested under Article 3ter(1) or (2) of the Protocol;~~

(xix) “notification of provisional refusal” means a declaration by the Office of a designated Contracting Party, in accordance with ~~Article 5(1) of the Agreement or~~ Article 5(1) of the Protocol;

[...]

(xxiv) “International Register” means the official collection of data concerning international registrations maintained by the International Bureau, which data ~~the Agreement,~~ the Protocol or the Regulations require or permit to be recorded, irrespective of the medium in which such data are stored;

(xxv) “Office” means the Office of a Contracting Party in charge of the registration of marks, or the common Office referred to in ~~Article 9quater of the Agreement or~~ Article 9quater of the Protocol, ~~or both, as the case may be;~~

(xxvi) “Office of origin” means ~~the Office of the country of origin defined in Article 1(3) of the Agreement or~~ the Office of origin defined in Article 2(2) of the Protocol, ~~or both, as the case may be;~~

(xxvibis) “Contracting Party of the holder” means

- the Contracting Party whose Office is the Office of origin, or
- where a change of ownership has been recorded or in the case of State succession, the Contracting Party, or one of the Contracting Parties, in respect of which the holder fulfills the conditions, ~~under Articles 1(2) and 2 of the Agreement or~~ under Article 2 of the Protocol, to be the holder of an international registration;

[...]

Rule 1bis

~~[Deleted]~~ *Designations Governed by the Agreement and Designations Governed by the Protocol*

~~(1) — [General Principle and Exceptions] The designation of a Contracting Party shall be governed by the Agreement or by the Protocol depending on whether the Contracting Party has been designated under the Agreement or under the Protocol. However,~~

~~(i) — where, with regard to a given international registration, the Agreement ceases to be applicable in the relations between the Contracting Party of the holder and a Contracting Party whose designation is governed by the Agreement, the designation of the latter shall become governed by the Protocol as of the date on which the Agreement so ceases to be applicable, insofar as, on that date, both the Contracting Party of the holder and the designated Contracting Party are parties to the Protocol, and~~

~~(ii) — where, with regard to a given international registration, the Protocol ceases to be applicable in the relations between the Contracting Party of the holder and a Contracting Party whose designation is governed by the Protocol, the designation of the latter shall become governed by the Agreement as of the date on which the Protocol so ceases to be applicable, insofar as, on that date, both the Contracting Party of the holder and the designated Contracting Party are parties to the Agreement.~~

~~(2) — [Recording] The International Bureau shall record in the International Register an indication of the treaty governing each designation.~~

[...]

*Rule 3
Representation Before the International Bureau*

[...]

(2) *[Appointment of the Representative]* (a) The appointment of a representative may be made in the international application, or in a subsequent designation or in a request under Rule 25.

[...]

(3) *[Irregular Appointment]* (a) [...]
(b) As long as the relevant requirements under paragraph (2) are not complied with, the International Bureau shall send all relevant communications to the applicant or holder ~~himself~~ but not to the purported representative.

[...]

[...]

*Rule 5
Irregularities in Postal and Delivery Services
and in Communications Sent Electronically*

[...]

(5) *[International Application and Subsequent Designation]* Where the International Bureau receives an international application or a subsequent designation beyond the two-month period referred to ~~in Article 3(4) of the Agreement,~~ in Article 3(4) of the Protocol and in Rule 24(6)(b), and the Office concerned indicates that the late receipt resulted from circumstances referred to in paragraph (1), (2) or (3), paragraph (1), (2) or (3) and paragraph (4) shall apply.

[...]

*Rule 7
Notification of Certain Special Requirements*

[...]

(2) *[Intention to Use the Mark]* Where a Contracting Party requires, ~~as a Contracting Party designated under the Protocol~~ as a designated Contracting Party, a declaration of intention to use the mark, it shall notify that requirement to the Director General. Where that Contracting Party requires the declaration to be signed personally by the applicant ~~himself~~ and to be made on a separate official form annexed to the international application, the notification shall contain a statement to that effect and shall specify the exact wording of the required declaration. Where the Contracting Party further requires the declaration to be in English, French or Spanish, the notification shall specify the required language.

[...]

Chapter 2 International Applications

Rule 8 Several Applicants

(1) ~~[Deleted]~~~~[Two or More Applicants Applying Exclusively Under the Agreement or Applying Under Both the Agreement and the Protocol]~~ Two or more applicants may jointly file an international application governed exclusively by the Agreement or governed by both the Agreement and the Protocol if the basic registration is jointly owned by them and if the country of origin, as defined in Article 1(3) of the Agreement, is the same for each of them.

(2) ~~[Two or More Applicants Applying Exclusively Under the Protocol]~~ Two or more applicants may jointly file an international application ~~governed exclusively by the Protocol~~ if the basic application was jointly filed by them or the basic registration is jointly owned by them, and if each of them qualifies, in relation to the Contracting Party whose Office is the Office of origin, for filing an international application under Article 2(1) of the Protocol.

Rule 9 Requirements Concerning the International Application

[...]

(2) ~~[Form and Signature]~~ (a) The international application shall be presented on the official form ~~in one copy~~.

[...]

(5) ~~[Additional Contents of an~~the ~~International Application]~~ (a) ~~[Deleted]~~~~An international application governed exclusively by the Agreement or by both the Agreement and the Protocol shall contain the number and date of the basic registration and shall indicate one of the following:~~

~~(i) that the applicant has a real and effective industrial or commercial establishment in the territory of the Contracting State whose Office is the Office of origin, or~~

~~(ii) where the applicant has no such establishment in any Contracting State of the Agreement, that he has a domicile in the territory of the State whose Office is the Office of origin, or~~

~~(iii) where the applicant has no such establishment or domicile in the territory of any Contracting State of the Agreement, that he is a national of the State whose Office is the Office of origin.~~

(b) ~~An~~The international application ~~governed exclusively by the Protocol~~ shall contain the number and date of the basic application or basic registration and shall indicate one or more of the following:

(i) where the Contracting Party whose Office is the Office of origin is a State, that the applicant is a national of that State;

[...]

[...]

(d) The international application shall contain a declaration by the Office of origin certifying

(i) the date on which the Office of origin received ~~or, as provided for in Rule 11(1), is deemed to have received~~ the request by the applicant to present the international application to the International Bureau,

[...]

[...]

(f) Where the international application contains the designation of a Contracting Party that has made a notification under Rule 7(2), the international application shall also contain a declaration of intention to use the mark in the territory of that Contracting Party; the declaration shall be considered part of the designation of the Contracting Party requiring it and shall, as required by that Contracting Party,

(i) be personally signed by the applicant ~~himself~~ and be made on a separate official form annexed to the international application, or

[...]

[...]

Rule 10

Fees Concerning the International Application

(1) ~~[Deleted]/International Applications Governed Exclusively by the Agreement/ An international application governed exclusively by the Agreement shall be subject to the payment of the basic fee, the complementary fee and, where applicable, the supplementary fee, specified in item 1 of the Schedule of Fees. Those fees shall be paid in two instalments of ten years each. For the payment of the second instalment, Rule 30 shall apply.~~

(2) ~~[Payable Fees]International Applications Governed Exclusively by the Protocol/ An~~The international application ~~governed exclusively by the Protocol~~ shall be subject to the payment of the basic fee, the complementary fee and/or the individual fee and, where applicable, the supplementary fee, specified or referred to in item 2 of the Schedule of Fees. Those fees shall be paid for ten years.

(3) ~~[Deleted]/International Applications Governed by Both the Agreement and the Protocol/ An international application governed by both the Agreement and the Protocol shall be subject to the payment of the basic fee, the complementary fee and, where applicable, the individual fee and the supplementary fee, specified or referred to in item 3 of the Schedule of Fees. As far as the Contracting Parties designated under the Agreement are concerned, paragraph (1) shall apply. As far as the Contracting Parties designated under the Protocol are concerned, paragraph (2) shall apply.~~

Rule 11

Irregularities Other Than Those Concerning the Classification of Goods and Services or Their Indication

(1) ~~[Deleted]/Premature Request to the Office of Origin/ (a) Where the Office of origin received a request to present to the International Bureau an international application governed exclusively by the Agreement before the mark which is referred to in that request is registered in the register of the said Office, the said request shall be deemed to have been received by the Office of origin, for the purposes of Article 3(4) of the Agreement, on the date of the registration of the mark in the register of the said Office.~~

(b) ~~Subject to subparagraph (c), where the Office of origin receives a request to present to the International Bureau an international application governed by both the Agreement and the Protocol before the mark which is referred to in that request is registered in the register of the said Office, the international application shall be treated as an international application governed exclusively by the Protocol, and the Office of origin shall delete the designation of any Contracting Party bound by the Agreement but not by the Protocol.~~

~~(c) — Where the request referred to in subparagraph (b) is accompanied by an express request that the international application be treated as an international application governed by both the Agreement and the Protocol once the mark is registered in the register of the Office of origin, the said Office shall not delete the designation of any Contracting Party bound by the Agreement but not by the Protocol and the request to present the international application shall be deemed to have been received by the said Office, for the purposes of Article 3(4) of the Agreement and Article 3(4) of the Protocol, on the date of the registration of the mark in the register of the said Office.~~

[...]

(5) *[Reimbursement of Fees]* Where, in accordance with paragraphs (2)(b), (3) or (4)(b), the international application is considered abandoned, the International Bureau shall refund any fees paid in respect of that application, after deduction of an amount corresponding to one-half of the basic fee referred to in items ~~s 1.1.1, 2.1.1 or 3.1.1~~ of the Schedule of Fees, to the party having paid those fees.

(6) *[Other Irregularity With Respect to the Designation of a Contracting Party ~~Under the Protocol~~]* (a) Where, in accordance with Article 3(4) of the Protocol, an international application is received by the International Bureau within a period of two months from the date of receipt of that international application by the Office of origin and the International Bureau considers that a declaration of intention to use the mark is required according to Rule 9(5)(f) but is missing or does not comply with the applicable requirements, the International Bureau shall promptly notify accordingly and at the same time the applicant and the Office of origin.

[...]

[...]

*Rule 12
Irregularities With Respect to the
Classification of Goods and Services*

[...]

(8) *[Reimbursement of Fees]* Where, in accordance with paragraph (7), the international application is considered abandoned, the International Bureau shall refund any fees paid in respect of that application, after deduction of an amount corresponding to one-half of the basic fee referred to in items ~~s 1.1.1, 2.1.1 or 3.1.1~~ of the Schedule of Fees, to the party having paid those fees.

[...]

[...]

Chapter 3 International Registrations

Rule 14

Registration of the Mark in the International Register

[...]

(2) *[Contents of the Registration]* The international registration shall contain

[...]

(v) ~~[Deleted]an indication, with respect to each designated Contracting Party, as to whether it is a Contracting Party designated under the Agreement or a Contracting Party designated under the Protocol.~~

[...]

Rule 15

Date of the International Registration

(1) *[Irregularities Affecting the Date of the International Registration]* Where the international application received by the International Bureau does not contain all of the following elements:

(i) indications allowing the identity of the applicant to be established and sufficient to contact the applicant or ~~his~~the representative, if any,

[...]

the international registration shall bear the date on which the last of the missing elements reached the International Bureau, provided that, where the last of the missing elements reaches the International Bureau within the two-month time limit referred to in ~~Article 3(4) of the Agreement and~~ Article 3(4) of the Protocol, the international registration shall bear the date on which the defective international application was received ~~or, as provided in Rule 11(1), is deemed to have been received~~ by the Office of origin.

(2) *[Date of the International Registration in Other Cases]* In any other case, the international registration shall bear the date determined in accordance with ~~Article 3(4) of the Agreement and~~ Article 3(4) of the Protocol.

[...]

Rule 18

Irregular Notifications of Provisional Refusal

(1) ~~*[Contracting Party Designated Under the Agreement]*~~*General* (a) A notification of provisional refusal communicated by the Office of a designated Contracting Party ~~designated under the Agreement~~ shall not be regarded as such by the International Bureau

[...]

(iii) if it is sent too late to the International Bureau, that is, if it is sent after the expiry of ~~one year~~the time limit applicable under Article 5(2)(a) or, subject to Article 9sexies(1)(b) of the Protocol, under Article 5(2)(b) or (c)(ii) of the Protocol, from the date on which the recording of the international registration or the recording of the designation made subsequently to the international registration has been effected, it being understood that the said date is the same as the date of sending the notification of the international registration or of the designation made subsequently.

[...]

(d) Where the notification does not comply with the requirements of Rule 17(2)(vii), the provisional refusal shall not be recorded in the International Register. If however a rectified notification is sent within the time limit referred to in subparagraph (c), it shall be regarded, for the purposes of Article 5 of the ~~Agreement~~ Protocol, as having been sent to the International Bureau on the date on which the defective notification had been sent to it. If the notification is not so rectified, it shall not be regarded as a notification of provisional refusal. In the latter case, the International Bureau shall inform, at the same time, the holder and the Office that sent the notification that the notification of provisional refusal is not regarded as such by the International Bureau, and shall indicate the reasons therefor.

[...]

(2) ~~[Contracting Party Designated Under the Protocol]~~ Notification of Provisional Refusal Made Under Article 5(2)(c) of the Protocol] (a) ~~[Deleted]~~ Paragraph (1) shall also apply in the case of a notification of provisional refusal communicated by the Office of a Contracting Party designated under the Protocol, it being understood that the time limit referred to in paragraph (1)(a)(iii) shall be the time limit applicable under Article 5(2)(a) or, subject to Article 9sexies(1)(b) of the Protocol, under Article 5(2)(b) or (c)(ii) of the Protocol.

[...]

Rule 18bis

Interim Status of a Mark in a Designated Contracting Party

(1) *[Ex Officio Examination Completed but Opposition or Observations by Third Parties Still Possible]* (a) An Office which has not communicated a notification of provisional refusal may, within the period applicable under ~~Article 5(2) of the Agreement or~~ Article 5(2)(a) or (b) of the Protocol, send to the International Bureau a statement to the effect that the *ex officio* examination has been completed and that the Office has found no grounds for refusal but that the protection of the mark is still subject to opposition or observations by third parties, with an indication of the date by which such oppositions or observations may be filed

¹.

[...]

[...]

Rule 18ter

Final Disposition on Status of a Mark in a Designated Contracting Party

(1) *[Statement of Grant of Protection Where No Notification of Provisional Refusal Has Been Communicated]*² When, before the expiry of the period applicable under ~~Article 5(2) of the Agreement or~~ Article 5(2)(a), (b) or (c) of the Protocol, all procedures before an Office have been completed and there is no ground for that Office to refuse protection, that Office shall, as soon as possible and before the expiry of that period, send to the International Bureau a statement to the effect that protection is granted to the mark that is the subject of the international registration in the Contracting Party concerned³.

[...]

¹ Interpretative statement endorsed by the Assembly of the Madrid Union:

"The references in Rule 18bis to observations by third parties apply only to those Contracting Parties whose legislation provides for such observations."

² In adopting this provision, the Assembly of the Madrid Union understood that a statement of grant of protection could concern several international registrations and take the form of a list, communicated electronically or on paper, that permits identification of these international registrations.

³ In adopting paragraphs (1) and (2) of this rule, the Assembly of the Madrid Union understood that where Rule 34(3) applies, the grant of protection will be subject to the payment of the second part of the fee.

(4) *[Further Decision]* Where a notification of provisional refusal has not been sent within the applicable time limit under Article 5(2) ~~of the Agreement or~~ of the Protocol, or, where following the sending of a statement under paragraph (1), (2) or (3), a further decision, taken by the Office or other authority, affects the protection of the mark, the Office shall, to the extent that it is aware of that decision, without prejudice to Rule 19, send to the International Bureau a further statement indicating the status of the mark and, where applicable, the goods and services for which the mark is protected in the Contracting Party concerned⁵.

[...]

Rule 19
Invalidations in Designated Contracting Parties

(1) *[Contents of the Notification of Invalidation]* Where the effects of an international registration are invalidated in a designated Contracting Party under ~~Article 5(6) of the Agreement or~~ Article 5(6) of the Protocol and the invalidation is no longer subject to appeal, the Office of the Contracting Party whose competent authority has pronounced the invalidation shall notify the International Bureau accordingly. The notification shall contain or indicate

[...]

[...]

[...]

Rule 20bis
Licenses

[...]

(6) *[Declaration That the Recording of Licenses in the International Register Has No Effect in a Contracting Party]* (a) [...]

(b) The Office of a Contracting Party the law of which provides for the recording of trademark licenses may, before the date on which this Rule comes into force or the date on which the said Contracting Party becomes bound by ~~the Agreement or~~ the Protocol, notify the Director General that the recording of licenses in the International Register has no effect in that Contracting Party. Such notification may be withdrawn at any time⁶.

⁵ Interpretative statement endorsed by the Assembly of the Madrid Union:

“The reference in Rule 18ter(4) to a further decision that affects the protection of the mark includes also the case where that further decision is taken by the Office, for example in the case of *restitutio in integrum*, notwithstanding the fact that the Office has already stated that the procedures before the Office have been completed.”

⁶ Interpretative statement endorsed by the Assembly of the Madrid Union:

“Subparagraph (a) of Rule 20bis(6) deals with the case of a notification by a Contracting Party whose law does not provide for the recording of trademark licenses; such a notification may be made at any time; subparagraph (b) on the other hand deals with the case of a notification by a Contracting Party whose law does provide for the recording of trademark licenses but which is unable at present to give effect to the recording of a license in the International Register; this latter notification, which may be withdrawn at any time, may only be made before this Rule has come into force or before the Contracting Party has become bound by the Agreement or the Protocol.”

Rule 21
Replacement of a National or Regional Registration
by an International Registration

(1) *[Notification]* Where, in accordance with ~~Article 4bis(2) of the Agreement or~~ Article 4bis(2) of the Protocol, the Office of a designated Contracting Party has taken note in its Register, following a request made direct by the holder with that Office, that a national or a regional registration has been replaced by an international registration, that Office shall notify the International Bureau accordingly. Such notification shall indicate
 [...]

[...]

[...]

Rule 22
Ceasing of Effect of the Basic Application,
of the Registration Resulting Therefrom,
or of the Basic Registration

(1) *[Notification Relating to Ceasing of Effect of the Basic Application, of the Registration Resulting Therefrom, or of the Basic Registration]* (a) Where ~~Article 6(3) and (4) of the Agreement or~~ Article 6(3) and (4) of the Protocol, ~~or both,~~ apply, the Office of origin shall notify the International Bureau accordingly and shall indicate
 [...]

(b) Where ~~a judicial action referred to in Article 6(4) of the Agreement, or a~~ proceeding referred to in item (i), (ii) or (iii) of Article 6(3) of the Protocol, began before the expiry of the five-year period but has not, before the expiry of that period, resulted in the final decision referred to in ~~Article 6(4) of the Agreement, or in the final decision referred to in~~ the second sentence of Article 6(3) of the Protocol or in the withdrawal or renunciation referred to in the third sentence of Article 6(3) of the Protocol, the Office of origin shall, where it is aware thereof and as soon as possible after the expiry of the said period, notify the International Bureau accordingly.

(c) Once the ~~judicial action or~~ proceeding referred to in subparagraph (b) has resulted ~~in the final decision referred to in Article 6(4) of the Agreement,~~ in the final decision referred to in the second sentence of Article 6(3) of the Protocol or in the withdrawal or renunciation referred to in the third sentence of Article 6(3) of the Protocol, the Office of origin shall, where it is aware thereof, promptly notify the International Bureau accordingly and shall give the indications referred to in subparagraph (a)(i) to (iv). Where the judicial action or proceedings referred to in subparagraph (b) has been completed and has not resulted in any of the aforesaid final decisions, withdrawal or renunciation, the Office of origin shall, where it is aware thereof or at the request of the holder, promptly notify the International Bureau accordingly.

[...]

Rule 23
Division or Merger of the Basic Applications,
of the Registrations Resulting Therefrom,
or of the Basic Registrations

[...]

(3) *[Division or Merger of Registrations Resulting from Basic Applications or of Basic Registrations]* Paragraphs (1) and (2) shall apply, *mutatis mutandis*, to the division of any registration or merger of any registrations which resulted from the basic application or applications during the five-year period referred to in Article 6(3) of the Protocol and to the division of the basic registration or merger of the basic registrations during the five-year period referred to ~~in Article 6(3) of the Agreement and~~ in Article 6(3) of the Protocol.

Rule 23bis
Communications from the Offices of the
Designated Contracting Parties Sent Through
the International Bureau

(1) ~~*[Communications from the Offices of the designated Contracting Parties n*~~*Not* ~~*covered by these Regulations]*~~ Where the law of a designated Contracting Party does not allow the Office to transmit a communication concerning an international registration directly to the holder, that Office may request the International Bureau to transmit that communication to the holder on its behalf.

[...]

Chapter 5
Subsequent Designations; Changes

Rule 24
Designation Subsequent to the International Registration

(1) *[Entitlement]* (a) A Contracting Party may be the subject of a designation made subsequent to the international registration (hereinafter referred to as “subsequent designation”) where, at the time of that designation, the holder fulfills the conditions, ~~under Article 1(2) and 2 of the Agreement or~~ under Article 2 of the Protocol, to be the holder of an international registration.

(b) ~~*[Deleted]* Where the Contracting Party of the holder is bound by the Agreement, the holder may designate, under the Agreement, any Contracting Party that is bound by the Agreement, provided that the said Contracting Parties are not both bound also by the Protocol.~~

(c) ~~*[Deleted]* Where the Contracting Party of the holder is bound by the Protocol, the holder may designate, under the Protocol, any Contracting Party that is bound by the Protocol, whether or not the said Contracting Parties are both also bound by the Agreement.~~

(2) *[Presentation; Form and Signature]* (a) A subsequent designation shall be presented to the International Bureau by the holder or by the Office of the Contracting Party of the holder; however,

(i) ~~*[Deleted]*~~

(ii) ~~*[Deleted]* where any of the Contracting Parties are designated under the Agreement, the subsequent designation must be presented by the Office of the Contracting Party of the holder;~~

[...]

(b) The subsequent designation shall be presented on the official form ~~in one copy~~. Where it is presented by the holder, it shall be signed by the holder. Where it is presented by an Office, it shall be signed by that Office and, where the Office so requires, also by the holder. Where it is presented by an Office and that Office, without requiring that the holder also sign it, allows that the holder also sign it, the holder may do so.

(3) *[Contents]* (a) [...]

(b) Where the subsequent designation concerns a Contracting Party that has made a notification under Rule 7(2), that subsequent designation shall also contain a declaration of intention to use the mark in the territory of that Contracting Party; the declaration shall, as required by the said Contracting Party,

(i) be personally signed by the holder ~~himself~~ and be made on a separate official form annexed to the subsequent designation, or

[...] be included in the subsequent designation.

[...]

(d) ~~[Deleted] Where the international registration is based on a basic application, a subsequent designation under the Agreement shall be accompanied by a declaration, signed by the Office of origin, certifying that the said application has resulted in a registration and indicating the date and number of that registration, unless such a declaration has already been received by the International Bureau.~~

[...]

(5) *[Irregularities]* (a) [...]

[...]

(c) Notwithstanding subparagraphs (a) and (b), where the requirements of paragraphs ~~(1)(b) or (c) or~~ (3)(b)(i) are not complied with in respect of one or more of the designated Contracting Parties, the subsequent designation shall be deemed not to contain the designation of those Contracting Parties, and any complementary or individual fees already paid in respect of those Contracting Parties shall be reimbursed. Where the requirements of paragraphs ~~(1)(b) or (c) or~~ (3)(b)(i) are complied with in respect of none of the designated Contracting Parties, subparagraph (b) shall apply.

[...]

(7) *[Subsequent Designation Resulting From Conversion]* (a) Where the designation of a Contracting Organization has been recorded in the International Register and to the extent that such designation has been withdrawn, refused or has ceased to have effect under the law of that Organization, the holder of the international registration concerned may request the conversion of the designation of the said Contracting Organization into the designation of any Member State of that Organization which is party to ~~the Agreement and/or~~ the Protocol.

[...]

[...]

Rule 25 Request for Recording

(1) *[Presentation of the Request]* (a) A request for recording shall be presented to the International Bureau on the relevant official form, ~~in one copy~~, where the request relates to any of the following:

[...]

(b) ~~Subject to subparagraph (c), t~~The request shall be presented by the holder or by the Office of the Contracting Party of the holder; however, the request for the recording of a change in ownership may be presented through the Office of the Contracting Party, or of one of the Contracting Parties, indicated in the said request in accordance with paragraph (2)(a)(iv).

(c) ~~[Deleted] The request for the recording of a renunciation or a cancellation may not be presented directly by the holder where the renunciation or cancellation affects any Contracting Party whose designation is, on the date of receipt of the request by the International Bureau, governed by the Agreement.~~

[...]

(2) *[Contents of the Request]* (a) A request under paragraph (1)(a) shall, in addition to the requested recording, contain or indicate

[...]

(iv) in the case of a change in the ownership of the international registration, the Contracting Party or Parties in respect of which the transferee fulfills the conditions, ~~under Articles 1(2) and 2 of the Agreement or~~ under Article 2 of the Protocol, to be the holder of an international registration,

(v) in the case of a change in the ownership of the international registration, where the address of the transferee given in accordance with item (iii) is not in the territory of the Contracting Party, or of one of the Contracting Parties, given in accordance with item (iv), and unless the transferee has indicated that he is to be a national of a Contracting State or of a State member of a Contracting Organization, the address of the establishment, or the domicile, of the transferee in the Contracting Party, or in one of the Contracting Parties, in respect of which the transferee fulfills the conditions to be the holder of an international registration,

[...]

[...]

(3) ~~[Deleted] [Request Not Admissible] A change in the ownership of an international registration may not be recorded in respect of a given designated Contracting Party if that Contracting Party~~

~~(i) is bound by the Agreement but not by the Protocol, and the Contracting Party indicated under paragraph (2)(a)(iv) is not bound by the Agreement, or none of the Contracting Parties indicated under that paragraph is bound by the Agreement;~~

~~(ii) is bound by the Protocol but not by the Agreement, and the Contracting Party indicated under paragraph (2)(a)(iv) is not bound by the Protocol, or none of the Contracting Parties indicated under that paragraph is bound by the Protocol.~~

(4) *[Several Transferees]* Where the request for the recording of a change in the ownership of the international registration mentions several transferees, each of them must ~~that change may not be recorded in respect of a given designated Contracting Party if any of the transferees does not~~ fulfill the conditions under Article 2 of the Madrid Protocol to be holder of the international registration ~~in respect of that Contracting Party.~~

Rule 26

Irregularities in Requests for Recording Under Rule 25

[...]

(3) *[Requests Not Considered as Such]* If the requirements of Rule 25(1)(b) ~~or (c)~~ are not complied with, the request shall not be considered as such and the International Bureau shall inform the sender accordingly.

Rule 27
Recording and Notification with Respect to Rule 25;
Declaration That a Change in Ownership or a Limitation Has No Effect

(1) *[Recording and Notification]* (a) The International Bureau shall, provided that the request referred to in Rule 25(1)(a) is in order, promptly record the indications, the change or the cancellation in the International Register, shall notify accordingly the Offices of the designated Contracting Parties in which the recording has effect or, in the case of a cancellation, the Offices of all the designated Contracting Parties, and shall inform at the same time the holder and, if the request was presented by an Office, that Office. Where the recording relates to a change in ownership, the International Bureau shall also inform the former holder in the case of a total change in ownership and the holder of the part of the international registration which has been assigned or otherwise transferred in the case of a partial change in ownership. Where the request for the recording of a cancellation was presented by the holder or by an Office other than the Office of origin during the five-year period referred to in ~~Article 6(3) of the Agreement~~ and Article 6(3) of the Protocol, the International Bureau shall also inform the Office of origin.

[...]

[...]

Rule 27bis
Division of an International Registration

[...]

(3) *[Irregular Request]* (a) If the request does not comply with the applicable requirements specified in paragraph (1), the International Bureau shall invite the Office that presented the request to remedy the irregularity and at the same time inform the holder.

(b) If the ~~irregularity is not remedied by the Office within three months from the date of the invitation under subparagraph (a), the request shall be considered abandoned and amount of the fees received is less than the amount of the fees referred to in paragraph (2)~~, the International Bureau shall notify accordingly the ~~Office that presented the request~~ holder, ~~it shall inform and~~ at the same time inform the ~~holder and refund any fee paid under paragraph (2), after the deduction of an amount corresponding to one-half of that fee~~ Office that presented the request.

(c) If the irregularity is not remedied within three months from the date of the communication under subparagraph (a) or (b), the request shall be considered abandoned and the International Bureau shall notify accordingly the Office that presented the request, it shall inform at the same time the holder and refund any fee paid under paragraph (2), after the deduction of an amount corresponding to one-half of that fee.

[...]

(6) *[Declaration That a Contracting Party Will Not Present Requests for Division]* A Contracting Party, the law of which does not provide for division of applications for the registration of a mark or registrations of a mark, may notify the Director General, before the date this Rule comes into force or the date on which the said Contracting Party becomes bound by ~~the Agreement or~~ the Protocol, that it will not present to the International Bureau the request referred to in paragraph (1). This declaration may be withdrawn at any time.

Rule 27ter
Merger of International Registrations

[...]

(2) *[Merger of International Registrations Resulting from the Recording of the Division of an International Registration]* (a) [...]

(b) The Office of a Contracting Party, the law of which does not provide for the merger of registrations of a mark, may notify the Director General, before the date this Rule comes into force or the date on which the said Contracting Party becomes bound by the ~~Agreement or~~ the Protocol, that it will not present to the International Bureau the request referred to in subparagraph (a). This declaration may be withdrawn at any time.

Rule 28
Corrections in the International Register

[...]

(3) *[Refusal Following a Correction]* Any Office referred to in paragraph (2) shall have the right to declare in a notification of provisional refusal addressed to the International Bureau that it considers that protection cannot, or can no longer, be granted to the international registration as corrected. ~~Article 5 of the Agreement or~~ Article 5 of the Protocol and Rules 16 to 18ter shall apply *mutatis mutandis*, it being understood that the period allowed for sending the said notification shall be counted from the date of sending the notification of the correction to the Office concerned.

[...]

Chapter 6
Renewals

Rule 29
Unofficial Notice of Expiry

The fact that the unofficial notice referred to in ~~Article 7(4) of the Agreement and~~ Article 7(3) of the Protocol is not received shall not constitute an excuse for failure to comply with any time limit under Rule 30.

Rule 30
Details Concerning Renewal

(1) *[Fees]* (a) [...]
[...]

(c) Without prejudice to paragraph (2), where a statement under Rule 18ter(2) or (4) has been recorded in the International Register for a Contracting Party in respect of which payment of individual fee is due under subparagraph (a)(iii), the amount of that individual fee shall be established taking into account the goods and services included in the said statement only.

(2) *[Further Details]* (a) [...]

(b) Where the holder wishes to renew the international registration in respect of a designated Contracting Party notwithstanding the fact that a statement of refusal under Rule 18*ter* is recorded in the International Register for that Contracting Party in respect of all the goods and services concerned, payment of the required fees, including the complementary fee or individual fee, as the case may be, for that Contracting Party, shall be accompanied by a statement by the holder that the renewal of the international registration is to be recorded in the International Register in respect of that Contracting Party for all the goods and services concerned.

[...]

~~(d) [Deleted] Where a statement under Rule 18*ter*(2)(ii) or (4) is recorded in the International Register, the international registration shall not be renewed in respect of the designated Contracting Party concerned for the goods and services that are not included in that statement, unless payment of the required fees is accompanied by a statement by the holder that the international registration is to be renewed also for those goods and services.~~

~~(e) The fact that the international registration is not renewed under subparagraph (d) in respect of all the goods and services concerned, shall not be considered to constitute a change for the purposes of Article 7(2) of the Agreement or Article 7(2) of the Protocol.~~ The fact that the international registration is not renewed in respect of all of the designated Contracting Parties shall not be considered to constitute a change for the purposes of ~~Article 7(2) of the Agreement or~~ Article 7(2) of the Protocol.

[...]

(4) *[Period for Which Renewal Fees Are Paid]* The fees required for each renewal shall be paid for ten years, ~~irrespective of the fact that the international registration contains, in the list of designated Contracting Parties, only Contracting Parties whose designation is governed by the Agreement, only Contracting Parties whose designation is governed by the Protocol, or both Contracting Parties whose designation is governed by the Agreement and Contracting Parties whose designation is governed by the Protocol. As regards payments under the Agreement, the payment for ten years shall be considered to be a payment for an instalment of ten years.~~

Rule 31

Recording of the Renewal; Notification and Certificate

(1) *[Recording and Effective Date of the Renewal]* Renewal shall be recorded in the International Register with the date on which renewal was due, even if the fees required for renewal are paid within the period of grace referred to in ~~Article 7(5) of the Agreement and in~~ Article 7(4) of the Protocol.

[...]

Chapter 7
Gazette and Data Base

Rule 32
Gazette

(1) *[Information Concerning International Registrations]* (a) The International Bureau shall publish in the Gazette relevant data concerning

[...]

(xi) information recorded under Rules 20, 20*bis*, 21, 21*bis*, 22(2)(a), 23, ~~and~~ [27\(4\)](#) ~~and~~ [40\(3\)](#);

[...]

[...]

[...]

(3) [\[Publications on the Website\]](#) The International Bureau shall effect the publications under paragraphs (1) and (2) on the website of the World Intellectual Property Organization.

[...]

Rule 34
Amounts and Payment of Fees

(1) *[Amounts of Fees]* The amounts of fees due under ~~the Agreement~~, the Protocol or these Regulations, other than individual fees, are specified in the Schedule of Fees that is annexed to these Regulations and forms an integral part thereof.

[...]

(3) *[Individual Fee Payable in Two Parts]* (a) [...]

(b) Where subparagraph (a) applies, the references in items 2, ~~3~~ and 5 of the Schedule of Fees to an individual fee shall be construed as references to the first part of the individual fee.

[...]

[...]

(7) *[Change in the Amount of the Fees]* (a) Where the amount of the fees payable in respect of the filing of an international application is changed between, on the one hand, the date on which the request to present the international application to the International Bureau is received, ~~or is deemed to have been received under Rule 11(1)(a) or (c)~~, by the Office of origin and, on the other hand, the date of the receipt of the international application by the International Bureau, the fee that was valid on the first date shall be applicable.

[...]

[...]

*Rule 36
Exemption From Fees*

Recording of the following shall be exempt from fees:

[...]

(vi) any request by an Office under ~~Article 6(4), first sentence, of the Agreement~~
~~or Article 6(4), first sentence, of the Protocol,~~

*Rule 37
Distribution of Supplementary Fees
and Complementary Fees*

(1) The coefficient referred to in ~~Article 8(5) and (6) of the Agreement and~~ Article 8(5)
and (6) of the Protocol shall be as follows:

for Contracting Parties which examine only for
absolute grounds of refusal two
[...]

[...]

[...]

**Chapter 9
Miscellaneous**

*Rule 39
Continuation of Effects of International Registrations
in Certain Successor States*

(1) Where any State (“the successor State”) whose territory was, before the
independence of that State, part of the territory of a Contracting Party (“the predecessor
Contracting Party”) has deposited with the Director General a declaration of continuation the
effect of which is that ~~the Agreement, the Protocol, or both the Agreement and the Protocol are~~
is applied by the successor State, the effects in the successor State of any international
registration with a territorial extension to the predecessor Contracting Party which is effective
from a date prior to the date fixed under paragraph (2) shall be subject to

[...]

[...]

(4) With respect to any international registration concerning which the Office of the
successor State has received a notification under paragraph (3), that Office may only refuse
protection if the applicable time limit referred to in ~~Article 5(2) of the Agreement or in~~
Article 5(2)(a), (b) or (c) of the Protocol has not expired with respect to the territorial extension to
the predecessor Contracting Party and if the notification of refusal is received by the
International Bureau within that time limit.

[...]

Rule 40
Entry into Force; Transitional Provisions

(1) *[Entry into Force]* These Regulations shall enter into force on ~~April 1, 1996~~ February 1, 2020, and shall, as of that date, replace the Common Regulations under the Madrid Agreement Concerning the International Registration of Marks and the Protocol Relating to that Agreement as in force on ~~March 31, 1996~~ January 31, 2020 (hereinafter referred to as “the Common Regulations ~~under the Agreement~~”).

(2) *[General Transitional Provisions]* (a) Notwithstanding paragraph (1),

(i) an international application the request for presentation to the International Bureau of which was received, ~~or is deemed to have been received under Rule 11(1)(a) or (c),~~ by the Office of origin before ~~April 1, 1996~~ February 1, 2020, shall, to the extent that it conforms to the requirements of the Common Regulations ~~under the Agreement~~, be deemed to conform to the applicable requirements for the purposes of Rule 14;

(ii) a subsequent designation or a request for ~~the recording of a change under Rule 20 of the Regulations under the Agreement sent by the Office of origin or by another interested Office presented~~ to the International Bureau before ~~April 1, 1996~~ February 1, 2020, ~~or, where such date can be identified, whose date of receipt by the Office of origin or by another interested Office for presentation to the International Bureau is earlier than April 1, 1996,~~ shall, to the extent that it conforms to the requirements of the Common Regulations ~~under the Agreement~~, be deemed to conform to the applicable requirements for the purposes of Rules 5bis, 20bis(3), 24(78), ~~or to be in order for the purposes of Rule 27, 27bis or 27ter~~;

(iii) an international application, a subsequent designation or a request for ~~the recording of a change under Rule 20 of the Regulations under the Agreement~~, that, before ~~April 1, 1996~~ February 1, 2020, has been the subject of any action by the International Bureau under Rules 11, 12, 13, 20bis(2), 24(5), or 2624 or 27bis(3)(a) of the Common Regulations ~~under the Agreement~~, shall continue to be processed by the International Bureau under the said Rules; the date of the resulting international registration or recording in the International Register shall be governed by Rules 15, 20bis(3)(b), or 2224(6), 27(1)(b) and (c) or 27bis(4)(b) of the Common Regulations ~~under the Agreement~~;

(iv) a notification under Articles 4bis(2), 5(1) and (2), 5(6) or 6(4) of the Protocol or under Rules 21bis, 23 or 34(3)(c) of the Common Regulations ~~of refusal or a notification of invalidation~~ sent ~~by the Office of a designated Contracting Party~~ to the International Bureau before ~~April 1, 1996~~ February 1, 2020, shall, to the extent that it conforms to the requirements of the Common Regulations ~~under the Agreement~~, be deemed to conform to the applicable requirements for the purposes of Rules 17(4), and (5) or of Rule 19(2), 21(2), 21bis(4), 22(2), 23(2) or 34(3)(d);

(v) a communication, a statement, declaration or final decision under Rules 16, 18bis, 18ter, 20, 20bis(5), 23bis or 27(4) or (5) of the Common Regulations sent to the International Bureau before February 1, 2020, shall, to the extent that it conforms to the requirements of the Common Regulations, be deemed to conform to the applicable requirements for the purposes of Rules 16(2), 18bis(2), 18ter(5), 20(3), 20bis(5)(d), 23bis(3), 27(4)(d) and (e) or (5)(d) and (e).

(b) For the purposes of Rule 34(7), the fees valid at any date before ~~April 1, 1996~~ February 1, 2020, shall be the fees prescribed by Rule ~~32~~ 34(1) of the Common Regulations ~~under the Agreement~~.

(c) A notification under Rules 6(2)(iii), 7(2), 17(5)(d), 20bis(6), 27bis(6), 27ter(2)(b), 34(3)(a) or 40(6) of the Common Regulations sent by the Office of a Contracting Party to the International Bureau before February 1, 2020, shall continue to have effects in accordance with Rules 6(2)(iii), 7(2), 17(5)(d), 20bis(6), 27bis(6), 27ter(2)(b), 34(3)(a) or 40(6). ~~Notwithstanding Rule 10(1), where, in accordance with Rule 34(7)(a), the fees paid in respect of the filing of an international application are the fees prescribed for 20 years by Rule 32 of the Regulations under the Agreement, no second instalment shall be due.~~

(d) ~~[Deleted] Where, in accordance with Rule 34(7)(b), the fees paid in respect of a subsequent designation are the fees prescribed by Rule 32 of the Regulations under the Agreement, paragraph (3) shall not apply.~~

(3) ~~[Deleted]~~~~[Transitional Provisions Applicable to International Registrations for Which Fees Have Been Paid for 20 Years]~~ (a) ~~Where an international registration for which the required fees had been paid for 20 years is the subject of a subsequent designation under Rule 24 and where the current term of protection of that international registration expires more than ten years after the effective date of the subsequent designation as determined in accordance with Rule 24(6), the provisions of subparagraphs (b) and (c) shall apply.~~

~~(b) Six months before the expiry of the first period of ten years of the current term of protection of the international registration, the International Bureau shall send to the holder and his representative, if any, a notice indicating the exact date of expiry of the first period of ten years and the Contracting Parties which were the subject of subsequent designations referred to in subparagraph (a). Rule 29 shall apply *mutatis mutandis*.~~

~~(c) Payment of complementary and individual fees corresponding to the fees referred to in Rule 30(1)(iii) shall be required for the second period of ten years in respect of the subsequent designations referred to in subparagraph (a). Rule 30(1) and (3) shall apply *mutatis mutandis*.~~

~~(d) The International Bureau shall record in the International Register the fact that payment has been made to the International Bureau for the second period of ten years. The date of recording shall be the date of expiry of the first period of ten years, even if the fees required are paid within the period of grace referred to in Article 7(5) of the Agreement and in Article 7(4) of the Protocol.~~

~~(e) The International Bureau shall notify the Offices of the designated Contracting Parties concerned of the fact that payment has or has not been made for the second period of ten years and shall at the same time inform the holder.~~

(4) ~~[Transitional Provisions Concerning Languages]~~ (a) Rule 6 of the Common Regulations as in force before April 1, 2004, shall continue to apply to any international application filed before that date and to any international application governed exclusively by the Agreement filed between that date and August 31, 2008, inclusively, as defined in Rule 1(viii) of the Common Regulations, to any communication relating thereto and to any communication, recording in the International Register or publication in the Gazette relating to the international registration resulting therefrom, unless

(i) the international registration has been the subject of a subsequent designation under the Protocol in accordance with Rule 24(1)(c) of the Common Regulations between April 1, 2004, and August 31, 2008; or

[...]

(b) For the purposes of this paragraph, an international application is deemed to be filed on the date on which the request to present the international application to the International Bureau is received, or deemed to have been received under Rule 11(1)(a) or (c) of the Common Regulations, by the Office of origin, and an international registration is deemed to be the subject of a subsequent designation on the date on which the subsequent designation is presented to the International Bureau, if it is presented directly by the holder, or on the date on which the request for presentation of the subsequent designation is filed with the Office of the Contracting Party of the holder if it is presented through the latter.

[...]

(6) ~~[Incompatibility with National or Regional Laws]~~ If, on the date this Rule comes into force or the date on which a Contracting Party becomes bound by ~~the Agreement or~~ the Protocol, paragraph (1) of Rule 27*bis* or paragraph (2)(a) of Rule 27*ter* are not compatible with the national or regional law of that Contracting Party, the paragraph or paragraphs concerned, as the case may be, shall not apply in respect of this Contracting Party, for as long as it or they continue not to be compatible with that law, provided that the said Contracting Party notifies the International Bureau accordingly before the date this Rule comes into force or the date on which the said Contracting Party becomes bound by ~~the Agreement or~~ the Protocol. This notification may be withdrawn at any time.

Rule 41
Administrative Instructions

[...]

| (4) [*Conflict with ~~the Agreement~~, the Protocol or These Regulations*] In the case of
| conflict between, on the one hand, any provision of the Administrative Instructions and, on the
| other hand any provision of ~~the Agreement~~, the Protocol or these Regulations, the latter shall
prevail.

[Annex II follows]

SCHEDULE OF FEES

SCHEDULE OF FEES

(in force on ~~July 1, 2017~~ February 1, 2020)

Swiss francs

1. ~~[Deleted] International applications governed exclusively by the Agreement~~~~The following fees shall be payable and shall cover 10 years:~~~~1.1 Basic fee (Article 8(2)(a) of the Agreement)*~~~~1.1.1 where no reproduction of the mark is in color 653~~~~1.1.2 where any reproduction of the mark is in color 903~~~~1.2 Supplementary fee for each class of goods and services beyond three classes (Article 8(2)(b) of the Agreement) 100~~~~1.3 Complementary fee for the designation of each designated Contracting State (Article 8(2)(c) of the Agreement) 100~~2. ~~International applications governed exclusively by the Protocol~~

The following fees shall be payable and shall cover 10 years:

[...]

2.2 Supplementary fee for each class of goods and services beyond three classes ~~(Article 8(2)(ii) of the Protocol)~~, except if only Contracting Parties in respect of which individual fees (see 2.4, below) are payable are designated (~~see Article 8(2)(ii) and (7)(a)(i) of the Protocol~~) 1002.3 Complementary fee for ~~the designation of~~ each designated Contracting Party ~~(Article 8(2)(iii) of the Protocol)~~, except if the designated Contracting Party is a Contracting Party in respect of which an individual fee (~~see 2.4 below~~) is payable (~~see 2.4 below~~) (~~see Article 8(2)(iii) and 8(7)(a)(ii) of the Protocol~~) 1002.4 Individual fee for ~~the designation of~~ each designated Contracting Party in respect of which an individual fee (rather than a complementary fee) is payable, ~~(see Article 8(7)(a) of the Protocol)~~ except where the designated Contracting Party and the Contracting Party of the Office of origin are both ~~is a State~~ bound ~~(also)~~ by the Agreement, ~~in which case, and the Office of origin is the Office of a State bound (also) by the Agreement (in respect of such a Contracting Party,~~ a complementary fee is payable in respect of such a designated Contracting Party (Articles 8(7)(a) and 9sexies(1)(b) of the Protocol): the amount of the individual fee is fixed by each Contracting Party concerned

3. ~~[Deleted]~~

~~International applications governed by both the Agreement and the Protocol~~

~~— The following fees shall be payable and shall cover 10 years:~~

~~— 3.1 Basic fee^{*}~~

~~— 3.1.1 where no reproduction of the mark is in color — 653~~

~~— 3.1.2 where any reproduction of the mark is in color — 903~~

~~— 3.2 Supplementary fee for each class of goods and services beyond three classes — 100~~

~~— 3.3 Complementary fee for the designation of each designated Contracting Party in respect of which an individual fee is not payable (see 3.4, below) — 100~~

~~— 3.4 Individual fee for the designation of each designated Contracting Party in respect of which an individual fee is payable (see Article 8(7)(a) of the Protocol), except where the designated Contracting Party is a State bound (also) by the Agreement and the Office of origin is the Office of a State bound (also) by the Agreement (in respect of such a Contracting Party, a complementary fee is payable): the amount of the individual fee is fixed by each Contracting Party concerned~~

[...]

5. *Designation subsequent to international registration*

The following fees shall be payable and shall cover the period between the effective date of the designation and the expiry of the then current term of the international registration ([Article 3ter\(2\) of the Protocol](#)):

[...]

5.3 Individual fee for ~~the designation of~~ each designated Contracting Party in respect of which an individual fee (rather than a complementary fee) is payable, ~~(see Article 8(7)(a) of the Protocol)~~ except where the designated Contracting Party ~~and the Contracting Party of the holder are both~~ [is a State](#) bound ~~(also)~~ by the Agreement, ~~in which case, and the Office of the Contracting Party of the holder is the Office of a State bound (also) by the Agreement (a complementary fee is payable~~ in respect of such a [designated Contracting Party, a complementary fee is payable \(Articles 8\(7\)\(a\) and 9sexies\(1\)\(b\) of the Protocol\)](#): the amount of the individual fee is fixed by each Contracting Party concerned

* ~~— For international applications filed by applicants whose country of origin is a Least Developed Country, in accordance with the list established by the United Nations, the basic fee is reduced to 10% of the prescribed amount (rounded to the nearest full figure). In such case, the basic fee will amount to 65 Swiss francs (where no reproduction of the mark is in color) or to 90 Swiss francs (where any reproduction of the mark is in color).~~

6. *Renewal*

The following fees shall be payable and shall cover 10 years [\(Article 7\(1\) of the Protocol\)](#):

[...]

6.4 Individual fee for ~~the designation of~~ each designated Contracting Party in respect of which an individual fee (rather than a complementary fee) is payable ~~(see Article 8(7)(a) of the Protocol)~~ except where the designated Contracting Party [and the Contracting Party of the holder is/are both](#) a State bound ~~(also)~~ by the Agreement ~~and the Office of the Contracting Party of the holder is the Office of a State bound (also) by the Agreement (in which case, a complementary fee is payable~~ in respect of such a Contracting Party; ~~a complementary fee is payable (Articles 8(7)(a) and 9sexies(1)(b) of the Protocol)~~: the amount of the individual fee is fixed by each Contracting Party concerned

6.5 Surcharge for the use of the period of grace [\(Article 7\(4\) of the Protocol\)](#)

50% of the amount of the fee payable under item 6.1

7. *Miscellaneous recordings* [\(Article 9ter of the Protocol\)](#)

[...]

8. *Information concerning international registrations* [\(Article 5ter of the Protocol\)](#)

[...]

[Annex III follows]

**Administrative Instructions for the Application of the
Protocol Relating to the Madrid Agreement Concerning the International
Registration of Marks ~~and the Protocol
Relating Thereto~~**

(as in force on February 1, ~~2019~~2020)

**Part One
Definitions**

Section 1: Abbreviated Expressions

(a) For the purposes of these Administrative Instructions:

(i) “Regulations” means the ~~Common~~ Regulations under the Protocol Relating to the Madrid Agreement Concerning the International Registration of Marks ~~and the Protocol Relating to that Agreement~~;

[...]

[...]

**Part Two
Forms**

Section 2: Prescribed Forms

For any procedure for which the ~~Common~~ Regulations prescribe the use of a form, the International Bureau shall establish such a form.

Section 3: Optional Forms

In respect of procedures under the ~~Common~~ Regulations other than those referred to in Section 2, the International Bureau may establish optional forms.

[...]

Section 5: Availability of Forms

The International Bureau shall make available all prescribed and optional forms, as referred to in Sections 2 and 3, on its website ~~and, upon request, on paper~~.

**Part Three
Communications with the International Bureau; Signature**

[...]

Section 7: Signature

A signature shall be handwritten, printed, typed or stamped; it may be replaced by the affixing of a seal. As regards the electronic communications referred to in Section 11(a)(i), a signature may be replaced by a mode of identification agreed upon between the International Bureau and the Office concerned. With respect to the electronic communications referred to in Section 11(a)(ii), a signature may be replaced by a mode of identification to be determined by the International Bureau.

[...]

Part Four
Requirements Concerning Names and Addresses

Section 12: Names and Addresses

[...]

(d) An address shall be given in such a way as to satisfy the customary requirements for prompt postal delivery and shall consist, at least, of all the relevant administrative units up to, and including, the house number, if any; in addition, [a](#) telephone ~~and telefacsimile~~ numbers, an e-mail address as well as a different address for correspondence may be indicated.

[...]

[Annex IV follows]

MM11(E)

MADRID PROTOCOL CONCERNING THE
INTERNATIONAL REGISTRATION OF MARKS

RENEWAL OF THE INTERNATIONAL REGISTRATION

(Rule 30 of the Regulations under the Protocol)

IMPORTANT

1. We strongly recommend that you use E-renewal when paying the renewal fees with a credit card or debiting them from a WIPO current account. E-renewal is available at: <https://www3.wipo.int/madrid/renewal>.
2. If you are not using E-renewal, please, present this form with your renewal instructions and **payment information** directly to the International Bureau by uploading it at <http://wipo.int/madrid/en/contact/> or mailing it to the address that appears below as early as possible.
3. Please remember that an international registration cannot be renewed until **all** the required fees are paid **in full**.
4. You cannot renew the international registration for goods and services that have been **cancelled** or for designated Contracting Parties for which **total invalidation** or **renunciation** has been recorded.
5. Where **partial invalidation** or **limitation** has been recorded, you cannot renew the international registration in respect of the designated Contracting Party concerned for the goods and services affected by said partial invalidation or limitation.
6. The renewal fee for designated Contracting Parties that have **granted protection for some goods and services only** in a statement under Rule 18ter (a final or further decision) and have declared for an individual fee per class is calculated taking into account the number of classes for which protection has been granted.
7. You can renew the international registration for designated Contracting Parties that have **refused protection for all goods and services** in a final decision. You must indicate so in item 3 and pay the corresponding fees for **all the goods and services** for which that Contracting Party remains designated (i.e. those goods and services not affected by a limitation, a partial invalidation or a partial cancellation).

Please, do not send this cover page to the International Bureau.

Madrid System – Contacts

Madrid Customer Service opening hours:
Monday – Friday, 9:00 a.m. to 6:00 p.m. (Geneva time)
Telephone: + 41 22 338 86 86

Inquiries / submitting forms:
<http://www.wipo.int/madrid/en/contact/>

Mailing address

Madrid Operations Division
Madrid Registry
Brands and Designs Sector
World Intellectual Property Organization
(WIPO)
34, Chemin des Colombettes
1211 Geneva 20
Switzerland

MM11(E)

RENEWAL OF THE INTERNATIONAL REGISTRATION

<u>For use by the holder</u>	<u>For use by the Office</u>
This renewal form contains the following number of continuation sheets: Holder's reference:	Office's reference:
1 INTERNATIONAL REGISTRATION NUMBER	
2 NAME OF THE HOLDER (as recorded in the International Register)	

3 CONTRACTING PARTIES FOR WHICH RENEWAL IS REQUESTED

You must indicate below **ALL** the designated Contracting Parties for which you want to renew this international registration. The renewal fee for designated Contracting Parties that have granted **partial protection** (i.e., for some goods and services only) in a statement under Rule 18ter (a final or further decision) and have declared for an individual fee per class, are calculated taking into account the number of classes for which protection has been granted.

You may renew the international registration in respect of a Contracting Party that has **refused protection for all goods and services** in a final decision by filling in this item solely. In that case, the registration must be renewed in respect of that Contracting Party **for all the goods and services** for which it remains designated (i.e., those goods and services not affected by a limitation, a partial invalidation or a partial cancellation). This may be useful, pending the outcome of further proceedings in the Contracting Party concerned.

- | | | | |
|--|---|--|--|
| <input type="checkbox"/> AF Afghanistan | <input type="checkbox"/> EE Estonia | <input type="checkbox"/> LA Lao People's Democratic Republic | <input type="checkbox"/> RO Romania |
| <input type="checkbox"/> AG Antigua and Barbuda | <input type="checkbox"/> EG Egypt | <input type="checkbox"/> LI Liechtenstein | <input type="checkbox"/> RS Serbia |
| <input type="checkbox"/> AL Albania | <input type="checkbox"/> EM European Union ² | <input type="checkbox"/> LR Liberia | <input type="checkbox"/> RU Russian Federation |
| <input type="checkbox"/> AM Armenia | <input type="checkbox"/> ES Spain | <input type="checkbox"/> LS Lesotho | <input type="checkbox"/> RW Rwanda |
| <input type="checkbox"/> AT Austria | <input type="checkbox"/> FI Finland | <input type="checkbox"/> LT Lithuania | <input type="checkbox"/> SD Sudan |
| <input type="checkbox"/> AU Australia | <input type="checkbox"/> FR France | <input type="checkbox"/> LV Latvia | <input type="checkbox"/> SE Sweden |
| <input type="checkbox"/> AZ Azerbaijan | <input type="checkbox"/> GB United Kingdom | <input type="checkbox"/> MA Morocco | <input type="checkbox"/> SG Singapore |
| <input type="checkbox"/> BA Bosnia and Herzegovina | <input type="checkbox"/> GE Georgia | <input type="checkbox"/> MC Monaco | <input type="checkbox"/> SI Slovenia |
| <input type="checkbox"/> BG Bulgaria | <input type="checkbox"/> GH Ghana | <input type="checkbox"/> MD Republic of Moldova | <input type="checkbox"/> SK Slovakia |
| <input type="checkbox"/> BH Bahrain | <input type="checkbox"/> GM Gambia | <input type="checkbox"/> ME Montenegro | <input type="checkbox"/> SL Sierra Leone |
| <input type="checkbox"/> BN Brunei Darussalam | <input type="checkbox"/> GR Greece | <input type="checkbox"/> MG Madagascar | <input type="checkbox"/> SM San Marino |
| <input type="checkbox"/> BQ Bonaire, Saint Eustatius and Saba ¹ | <input type="checkbox"/> HR Croatia | <input type="checkbox"/> MK North Macedonia | <input type="checkbox"/> ST Sao Tome and Principe |
| <input type="checkbox"/> BR Brazil | <input type="checkbox"/> HU Hungary | <input type="checkbox"/> MN Mongolia | <input type="checkbox"/> SX Sint Maarten (Dutch part) ⁴ |
| <input type="checkbox"/> BT Bhutan | <input type="checkbox"/> ID Indonesia | <input type="checkbox"/> MW Malawi | <input type="checkbox"/> SY Syrian Arab Republic |
| <input type="checkbox"/> BW Botswana | <input type="checkbox"/> IE Ireland | <input type="checkbox"/> MX Mexico | <input type="checkbox"/> SZ Eswatini |
| <input type="checkbox"/> BX Benelux ⁴ | <input type="checkbox"/> IL Israel | <input type="checkbox"/> MY Malaysia | <input type="checkbox"/> TH Thailand |
| <input type="checkbox"/> BY Belarus | <input type="checkbox"/> IN India | <input type="checkbox"/> MZ Mozambique | <input type="checkbox"/> TJ Tajikistan |
| <input type="checkbox"/> CA Canada | <input type="checkbox"/> IR Iran (Islamic Republic of) | <input type="checkbox"/> NA Namibia | <input type="checkbox"/> TM Turkmenistan |
| <input type="checkbox"/> CH Switzerland | <input type="checkbox"/> IS Iceland | <input type="checkbox"/> NO Norway | <input type="checkbox"/> TN Tunisia |
| <input type="checkbox"/> CN China | <input type="checkbox"/> IT Italy | <input type="checkbox"/> NZ New Zealand | <input type="checkbox"/> TR Turkey |
| <input type="checkbox"/> CO Colombia | <input type="checkbox"/> JP Japan | <input type="checkbox"/> OA African Intellectual Property Organization (OAPI) ³ | <input type="checkbox"/> UA Ukraine |
| <input type="checkbox"/> CU Cuba | <input type="checkbox"/> KE Kenya | <input type="checkbox"/> OM Oman | <input type="checkbox"/> US United States of America |
| <input type="checkbox"/> CW Curaçao ¹ | <input type="checkbox"/> KG Kyrgyzstan | <input type="checkbox"/> PH Philippines | <input type="checkbox"/> UZ Uzbekistan |
| <input type="checkbox"/> CY Cyprus | <input type="checkbox"/> KH Cambodia | <input type="checkbox"/> PL Poland | <input type="checkbox"/> VN Viet Nam |
| <input type="checkbox"/> CZ Czech Republic | <input type="checkbox"/> KP Democratic People's Republic of Korea | <input type="checkbox"/> PT Portugal | <input type="checkbox"/> WS Samoa |
| <input type="checkbox"/> DE Germany | <input type="checkbox"/> KR Republic of Korea | | <input type="checkbox"/> ZM Zambia |
| <input type="checkbox"/> DK Denmark | <input type="checkbox"/> KZ Kazakhstan | | <input type="checkbox"/> ZW Zimbabwe |
| <input type="checkbox"/> DZ Algeria | | | |

Others:

¹ Territorial entity previously part of the Netherlands Antilles.

² The designation of the European Union covers the following Member States: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom.

³ The designation of the African Intellectual Property Organization (OAPI) covers the following Member States: Benin, Burkina Faso, Cameroon, Central African Republic, Chad, Comoros, Congo, Côte d'Ivoire, Equatorial Guinea, Gabon, Guinea, Guinea-Bissau, Mali, Mauritania, Niger, Senegal, Togo.

⁴ The designation of Benelux covers the following States: Belgium, Luxembourg and the Netherlands.

4 SIGNATURE

By signing this form, I declare that I am entitled to sign it under the applicable law:

Name:

Signature:

FEE CALCULATION SHEET

(a) INSTRUCTIONS TO DEBIT FROM A CURRENT ACCOUNT			
<input type="checkbox"/> The International Bureau is hereby instructed to debit the required amount of fees from a current account opened with the International Bureau (if this box is checked, it is not necessary to complete (b)).			
Holder of the account:		Account number:	
Identity of the party giving the instructions:			
(b) AMOUNT OF FEES			
Basic fee (653 Swiss francs)		
Where applicable, surcharge for the grace period (326.50 Swiss Francs)		
Complementary and supplementary fees:			
Number of designations for which complementary fee is applicable			
.....	x	Complementary fee 100 Swiss francs	= =>
Number of classes of goods and services beyond three			
.....	x	Supplementary fee 100 Swiss francs	= =>
Individual fees (Swiss francs):			
Designated Contracting Parties	Individual fee	Designated Contracting Parties	Individual fee
.....
.....
.....
.....
Total individual fees =>		
GRAND TOTAL (Swiss francs)			
(c) METHOD OF PAYMENT			
Identity of the party effecting the payment:			
Payment received and acknowledged by WIPO	<input type="checkbox"/>	WIPO receipt number	
Payment made to WIPO bank account IBAN No. CH51 0483 5048 7080 8100 0 Crédit Suisse, CH-1211 Geneva 70 Swift/BIC: CRESCHZZ80A	<input type="checkbox"/>	Payment identification	dd/mm/yyyy
Payment made to WIPO postal account (within Europe only) IBAN No. CH03 0900 0000 1200 5000 8 Swift/BIC: POFICHBE	<input type="checkbox"/>	Payment identification	dd/mm/yyyy

CONTINUATION SHEET

No: of

